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Attorneys for Plaintiff
RICHARD SKAFF

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RICHARD SKAFF

Plaintiff,

V.

REAL MEX RESTAURANTS,
INC; GENERAL GROWTH
PROPERTIES, INC. and DOES 1-
25, Inclusive,

Defendants.

CASE NO. C 09-05518 JSW
Civil Rights

**STIPULATION AND ORDER
[PROPOSED] FOR PARTIAL
DISMISSAL OF THE INJUNCTIVE
RELIEF ASPECT OF THE
LAWSUIT AGAINST GENERAL
GROWTH PROPERTIES, INC.
ONLY**

FRCP 41

Plaintiff RICHARD SKAFF, by and through his attorney, and Defendant GENERAL GROWTH PROPERTIES, INC, by and through its attorneys, file this “STIPULATION AND ORDER [PROPOSED] FOR PARTIAL DISMISSAL OF THE INJUNCTIVE RELIEF ASPECT OF THE LAWSUIT AGAINST GENERAL GROWTH PROPERTIES, INC. ONLY” pursuant to Federal Rule of Civil Procedure 41.

Plaintiff filed this lawsuit on November 20, 2009.

Plaintiff and defendant General Growth Properties, Inc have entered into a “Mutual Release And Settlement Agreement For Injunctive Relief Only” which partially settles the injunctive relief aspect of the lawsuit against defendant General Growth Properties, Inc. The “Mutual Release And Settlement Agreement For Injunctive Relief Only” is attached as Exhibit 1 and is incorporated by reference

Stipulation and Order [Proposed] for Partial
Dismissal of the Injunctive Relief Aspect of the
Lawsuit against General Growth Properties, Inc. Only

1 herein as if set forth in full.

2 Paragraph IIJ of the “Mutual Release And Settlement Agreement For
3 Injunctive Relief Only,” entitled “Court Retention Of Jurisdiction,” states in part
4 that “The Court shall retain jurisdiction to enforce this Settlement Agreement.....”

5 Paragraph IIAA of the “Mutual Release And Settlement Agreement For
6 Injunctive Relief Only,” entitled “Matters That Are The Subject Of Continuing
7 Litigation,” states in part that “Injunctive Relief items 4.7 (Bus Stop Pad), 4.42
8 (Ownership Issue), 4.43 (Ownership Issue), 4.44 (Ownership Issue), and 4.45
9 (Ownership Issue) in Exhibit 1; the damages claimed by Plaintiff; and attorney’s
10 fees, litigation expenses, and costs claimed by both Parties are not a part of this
11 “Mutual Release And Settlement Agreement For Injunctive Relief Only” and are
12 the subject of continuing negotiation and litigation in this action.”

13 Except for the matters which are the subject of continuing litigation between
14 Plaintiff and defendant General Growth Properties, Inc as set forth in Paragraph
15 IIAA, supra, Plaintiff moves to dismiss with prejudice the injunctive relief aspect
16 of the lawsuit against defendant General Growth Properties, Inc. only.

17 Defendant General Growth Properties, Inc, who has answered the complaint,
18 agrees to the dismissal of the injunctive relief aspect of the lawsuit with prejudice
19 against defendant General Growth Properties, Inc. only as set forth, supra.

20 This case is not a class action, and no receiver has been appointed.

21 This Stipulation may be signed in counterparts, and facsimile or
22 electronically transmitted signatures shall be as valid and binding as original
23 signatures.

24 Wherefore, Plaintiff and Defendant General Growth Properties, Inc, by and
25 through their attorneys of record, so stipulate.

1 Date: 6/10/11

SIDNEY J. COHEN
PROFESSIONAL CORPORATION

2 /s/ Sidney J. Cohen

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4 Sidney J. Cohen
Attorney for Plaintiff Richard Skaff

5 Date: 6/9/11

JACKSON LEWIS LLP

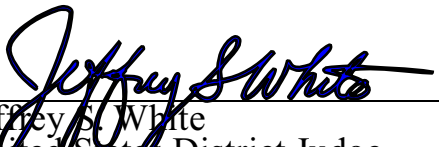
6 /s/ Sidney J. Cohen

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8 Cara Ching-Senaha
Attorneys for Defendant
General Growth Properties, Inc.

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10 **PURSUANT TO STIPULATION OF THE PARTIES, IT IS SO ORDERED:**

11 Except for Injunctive Relief items 4.7 (Bus Stop Pad), 4.42 (Ownership
12 Issue), 4.43 (Ownership Issue), 4.44 (Ownership Issue), and 4.45 (Ownership
13 Issue) in Exhibit 1 to the Parties' "Mutual Release And Settlement Agreement For
14 Injunctive Relief Only," the injunctive relief aspect of the lawsuit against defendant
15 General Growth Properties, Inc. only is dismissed with prejudice. The Court shall
16 retain jurisdiction to enforce the parties' "Mutual Release And Settlement
17 Agreement For Injunctive Relief Only." The aforesaid excepted Injunctive relief
18 items 4.7, 4.42, 4.43, 4.44, and 4.45 and the damages and attorney's fees, litigation
19 expenses, and costs aspects of the lawsuit are the subject of continuing litigation.

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21 Date: June 15, 2011

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Jeffrey S. White
United States District Judge